

## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is effective as of the date of last signature (“Effective Date”) and made between:

<b>RingCentral India Pvt. Ltd. (“RingCentral”)</b>	<b>NAME OF THE ENTITY / COMPANY / ORGANISATION (“Customer”)</b>
Address:  <b>Registered Office:</b> A- 112, Ground Floor, Wazirpur Industrial Area, New Delhi – 110 052  <b>Principal Place of Business / Correspondence Address:</b> Regus Off 108, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, Ibis Hotel Building, 26 / 1, Hosur Road, Bommanahalli, Bangalore – 560 068	Address:  <b>Registered Office:</b> COMPLETE REGISTERED ADDRESS OF ENTITY /COMPANY / ORGANISATION  <b>Principal Place of Business / Correspondence Address:</b> TO BE FILLED BY CUSTOMER
Signature: ..... for and on behalf of <b>RingCentral</b>  Name: .....  Job Title: .....  Date: .....	Signature : ..... for and on behalf of <b>Customer</b>  Name: .....  Job Title: .....  Date: .....

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party”.

### RECITALS

#### WHEREAS :

- A. RingCentral is a provider of cloud-based unified communications and collaboration services, including voice, online meeting, video conferencing, contact centre and related services, applications and product integrations.
- B. Customer is engaged in the business of [TO BE FILLED BY CUSTOMER].
- C. Customer is under common ownership with [PARENT CUSTOMER ENTITY NAME], with its office located at [PARENT CUSTOMER ENTITY ADDRESS] (“**Customer Affiliate**”) and RingCentral is [indirectly wholly-owned by / under common ownership] with [RINGCENTRAL PARENT ENTITY NAME] with its principal place of business located at [REGISTERED OFFICE ADDRESS OF RINGCENTRAL PARENT ENTITY] (“**RingCentral Affiliate**”). Customer Affiliate and RingCentral Affiliate have executed a Master Services Agreement dated [DATE OF THE MASTER SERVICES AGREEMENT EXECUTED BETWEEN PARENT ENTITIES] (“**Affiliate MSA**”) for provision of unified communications-as-a-services in one or more territories.
- D. Customer wants to receive certain RingCentral services and products as the Parties may agree in writing from time to time, described more fully in the relevant Attachments.
- E. This Agreement sets forth the terms and conditions under which RingCentral will provide such services and products to Customer.

#### THE PARTIES AGREE AS FOLLOWS:

1. The Agreement consists of the terms and conditions contained herein, and the Service Attachments applicable to

Customer’s Services, and any other Attachments agreed by the Parties in writing are incorporated into and form a part

of this Agreement including:

- ☒ Exhibit A - Definitions
- ☒ Attachment A – RingCentral Global MVP Select Services
- ☒ Attachment B - Office Service Level Agreement
- ☒ Use Policies
- ☒ Data Processing Addendum
- ☒ Order Form(s)

## 2. Ordering and Term

**A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licenced or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services via the Administrative Portal, where applicable or by executing additional Order Forms.

**B. Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.

**C. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

## 3. Invoicing and Payment

**A. Prices and Charges.** All prices are identified in Indian Rupees on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services. Customer will be liable for all charges resulting from use of the Services on its Account.

Unless otherwise agreed between the Parties, recurring charges for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will continue for the Term. Recurring charges (such as charges for Digital Lines, product licences and minute bundles) will, unless otherwise agreed between the Parties, once incurred, remain in effect for the then-current Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term.

Outbound calling rates will be applied based on the rate then in effect at the time of use. Customer may locate the currently effective rates then in the Administrative Portal.

**B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorising all Services charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer’s provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are billed in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process. In addition, in the event of failure to make timely payments, RingCentral may, at its sole discretion, suspend and / or terminate the Services.

**C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so

that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption. Customer undertakes to provide correct and accurate information to RingCentral regarding its tax exemption status and inform RingCentral forthwith about any change thereof. RingCentral reserves the right to recover such tax(es) and cost(s) as may be incurred by RingCentral owing to Customer's failure to comply with its' obligations under this Section 3(C).

**D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

#### 4. Provision of the Service

**A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

**B. Know Your Customer.** Customer acknowledges and agrees that provision of Services shall be subject to Customer furnishing required information and documents in a timely manner, as mandated by Law. Customer represents and warrants that the information and documents furnished by it are valid, accurate and genuine and that the same are true and correct to the best of its knowledge and belief. In the event of any change in the information / documents furnished by the Customer, the Customer shall forthwith provide RingCentral with notice in writing and in such notice provide the updated information and documents. Customer agrees to cooperate with RingCentral for any compliance activity related to provision of Services including but not limited to carrying out physical inspections of Customer's premises from time to time to verify the Customer's address registered for provision of Services by RingCentral.

#### C. Customer Care

- i. Customer must provide all Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost. **"Helpdesk Support"** shall mean the performance of the following tasks:
  - Standard feature/functionality ("how to") support for End Users (i.e., call forwarding, voice mail set-up, etc.);
  - Standard management of the Admin Interface within the product; and
  - Support all moves, adds, changes and deletes of employees.
- ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the Parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.
- iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of the Customer must be authorised to do so on behalf of the Account and will be required to follow applicable authentication protocols.

**D. Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

**E. Inspection.** Customer acknowledges that in relation to the Services provided under this Agreement, Customer may be subject to inspection, audit or examination (collectively, 'Inspection') by a competent statutory and / or regulatory authorities either directly or through any organization or body authorized under their instructions. Customer agrees to extend all reasonable support and cooperation during such Inspection and if required, shall provide necessary facilities to counteract any illegal activity. Wherever feasible, RingCentral

may provide reasonable advance notice to the Customer.

## 5. Use of the Service

**A. Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks and power. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network is insufficient.

**B. Use Policies.** Customer and its End Users shall use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer may not use, or permit the use of the Services, to interfere with the use of RingCentral's service by others or with the operation of the RingCentral Network. Customer shall not resell the Services. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective and form part of this Agreement thirty (30) days after such notice to Customer.

- i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at [URL FOR ACCEPTABLE USE POLICY FOR INDIA]. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use
- ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at [URL FOR EMERGENCY SERVICES POLICY FOR INDIA]
- iii. **Numbering Policies.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at [URL FOR NUMBERING POLICY FOR INDIA]

## 6. Termination

**A. Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such

notice; ii) if a competent authority / body having jurisdiction over the subject matter of this Agreement, so orders or directs that this Agreement and/or any Services purchased hereunder ought to be terminated; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors; (iv) termination or expiration of Affiliate MSA executed between Customer Affiliate and RingCentral Affiliate.

In the event that RingCentral notifies Customer of a modification to any Use Policy made pursuant to this Agreement, that has a material adverse effect on Customer's use of the Services and is not required by Law, the Customer could object to the modification by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date such modification is notified. In that case, the Parties shall work in good faith to find a mutually agreeable solution. If after negotiating in good faith the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with a thirty (30) days written notice to the other party. Any use of the Services after the effective date of such modification will be deemed Customer's acceptance of the change, unless the Customer has delivered an Objection Notice and the Parties are negotiating in good faith to resolve the issue.

**B. Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral, or as otherwise permitted pursuant to Section 6(A), or as set forth in Section 13(L)(Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

## 7. Intellectual Property

### A. Limited Licence

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-

transferable (other than as permitted under this Agreement), non-sublicensable licence to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

- ii. Customer will not, and will not allow its End Users, to:  
(a) sublicense, resell, distribute or assign its right under the licence granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorised to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

#### **B. IP Rights**

- i. RingCentral's Rights. Except as expressly provided in this Agreement, the limited licence granted to Customer under Section 7(A) (Limited Licence) does not convey any ownership or other rights or licences, express or implied, in the Services, any related materials (including Software), or in any Intellectual Property and no IP Rights or other rights or licences are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology or products developed or provided by third parties, including open source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. Customer Rights. As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, licence to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licences, consents, authorisations or other approvals related to the use, reproduction,

transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

**C. Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

#### **8. Confidentiality**

##### **A. Restrictions on Use or Disclosures by Either Party.**

During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorised disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

#### **9. Data Protection**

##### **A. Data Privacy** RingCentral respects Customer's privacy

and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective and form part of this Agreement thirty (30) days after such notice to Customer.

**B. Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), administrative and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorised use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorisation by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorised use of Customer's Account.

**C. Software Changes.** RingCentral may from time to time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

## **10. Limitations of Liability**

**A. Excluded Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR (1) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (2) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (3) LOSS OF USE, LOSS OR CORRUPTION OF DATA; OR (4) LOSS OF BUSINESS OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS, WHETHER IN ANY OF THE FOREGOING, ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY WILL BE

LIABLE FOR ACTIONS REASONABLY TAKEN TO COMPLY WITH LAW.

**B. Direct Damages.** EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION 10(B) (DIRECT DAMAGES) WILL NOT APPLY TO: I) CUSTOMER PAYMENT OBLIGATIONS; II) EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS; III) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT; OR IV) CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY.

For avoidance of doubt, this Agreement and the Affiliate MSA are separate businesses and separate commercial relations. Consequently, the Limitation of Liability applied under this Section 10 (B) "Direct Damages" shall be independent for each of this Agreement and the Affiliate MSA. The Parties understand and agree that each Order Form placed by Customer shall be solely between RingCentral and Customer. Customer shall be solely liable and responsible for the payment of any and all amounts due under this Agreement and the executed Order Form(s) between the Parties. RingCentral and RingCentral Affiliate reserve the right to collect any amounts due and payable to RingCentral which have not been disbursed in accordance with the terms of this Agreement, from Customer Affiliate.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

**C. Survival.** The limitations of liability contained in this Section 10 (Limitation of Liability) will survive termination or expiration of this Agreement and apply in any and all circumstances (except as expressly set forth above), including without limitation in the event of any failure of the essential purpose of any limited warranty or available remedy provided herein.

## **11. Indemnification**

### **A. Indemnification by RingCentral**

- i. RingCentral agrees to indemnify, defend, and hold harmless the Customer at RingCentral's expense, from and against any and all third-party claims or causes of action, ("Third Party Claim") alleging that the Services as provided by RingCentral infringe or misappropriate the patent, copyright, trademark or trade secret rights of a third party. Further,

RingCentral will indemnify and hold harmless the Customer from all damages, reasonable costs and attorneys' fees finally awarded against the Customer by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by RingCentral.

- ii. RingCentral will have no indemnification obligations under subsection (i) above if the Third Party Claim arises from: (a) use of the Services in combination with data, software, or technology not provided or authorised by RingCentral in writing; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided by or on behalf of RingCentral free of charge, (e) breach of the Agreement or misuse of the Services, or (f) a Third Party Claim by Customer's Affiliate, successor, or assignee.
- iii. If such a claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement, in its entirety or with respect to the affected Service, component or part, effective immediately on written notice to Customer in which case Customer will not owe any fees or charges for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees for the terminated Services. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

**B. Indemnification by Customer.** Customer agrees to indemnify defend, and hold harmless RingCentral and its Affiliates at Customer's expense, from and against any and all Third Party Claims, arising out of or in connection with: i) violation of applicable Law by the Customer, its Affiliates or their respective End Users in connection with the use of the Services; ii) use of the Services in a manner not authorised by this Agreement; iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of RingCentral, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and attorneys' fees finally awarded against RingCentral

by a court of competent jurisdiction in connection with such Third-Party Claim or agreed to in a written settlement agreement approved in writing by the Customer.

**C. Defence and Indemnification Procedures.** Any Party seeking defence or indemnification (the "Indemnified Party") must provide the Party from which it seeks such indemnification or defence (the "Indemnifying Party") with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defence and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance in connection with the defence and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defence or indemnification obligations under this Section (Indemnification), except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Party will have the right to participate at its own expense in the defence of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's express written consent (which consent may not be unreasonably withheld, conditioned, or delayed), unless such settlement or compromise includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim.

## **12.Warranties**

**A. RingCentral Warranty** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement.

**B. Customer Warranty** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement.

### **C. Disclaimer of Warranties**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE

LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### 13. Dispute Resolution

**A.** This Agreement, and any dispute, claim or cause of action (whether in contract, tort or statute) ("**Dispute**") arising out of or in connection with this Agreement shall be governed by, and construed in accordance with the Laws of India, excluding conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

**B.** In the event of a Dispute, each Party shall appoint a duly authorised representative who shall use all reasonable endeavours to resolve in good faith any Dispute within reasonable timescales

**C.** If the Parties do not reach settlement or otherwise resolve the Dispute within a period of sixty (60) days, then, such Dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ('**SIAC Rules**') for the time being in force, which rules are deemed to be incorporated by reference in this Section 13(C). The arbitral tribunal shall consist of a sole arbitrator appointed by the President of the SIAC. The language of the arbitration shall be English. The award of the arbitral tribunal shall be final and binding on the Parties. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

**D.** Any breach or threatened breach by a Party of its obligation under Section 5 (Use of the Services), Section 7 (Intellectual Property), 8 (Confidentiality), Section 9 (Data Protection) will cause the other Party irreparable harm for which monetary damages will be inadequate and such affected Party may, in addition to other remedies available at Law or in equity, obtain interim injunctive relief without the necessity of posting a bond or other security, proof of damages, or other similar requirement.

#### **E. Notices.**

Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email or five days after deposit with a reputable overnight courier service to the address in the preamble,

with a copy to [legal@ringcentral.com](mailto:legal@ringcentral.com) and [EMAIL ADDRESS FOR INDIA LEGAL], and to Customer at either the Customer's registered address or email address associated with the Customer Account. Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices.

The addresses to which notices may be given by either Party may be changed upon written notice given to the other Party pursuant to this Section 13(E) (Notices) or by Customer in the Administrative Portal.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

#### **F. Force Majeure**

Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from a Force Majeure Event. The suspension of obligations under this Section 13F (Force Majeure) may under no circumstances be a cause of liability for failure to perform the obligation in question, nor induce the payment of damages or penalties for late payment.

**G. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

**H. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

**I. Governing Law.** The Agreement is governed by the Laws of India.

**J. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar applicable Laws.

**K. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be



subject to U.S., or U.K. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S., U.K. and other applicable export regulations.

**L. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

**M. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies and Data Processing Addendum, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.

**N. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Service Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) any other document expressly referred to in this Agreement which governs the Services.

**O. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

**P. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

**Q. Publicity.** Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and

marketing and/or promotional materials.

**R. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

**S. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

**T. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

## EXHIBIT A

### DEFINITIONS

**Definitions.** Capitalised terms used in this Agreement but otherwise not defined have the following meaning:

i. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.

ii. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.

iii. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.

iv. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.

v. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.

vi. **“Attachment (s)”** means documents appended to the contract containing additional terms for products and Services. Attachments are part of this Agreement and the terms and conditions contained therein.

vii. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.

viii. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences or other communications transmitted or stored through the Services.

ix. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone

network as well as to and from other extensions within the same Account.

x. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees and attorneys.

xi. **“Dispute”** has the meaning set forth in Section 13(A).

xii. **“Electronic Signatures”** has the meaning ascribed to it in The Information Technology Act, 2000.

xiii. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

xiv. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors and agents.

xv. **“Force Majeure Event”** means any event or circumstance that are beyond that Party’s control, which are considered without limitation as force majeure: any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fibre, cable, or wire cut; Sub-processor failure; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labour disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

xvi. **“Indemnifying Party”** and “Indemnified Party” have the meanings set forth in Section 11(C) (Defence and Indemnification Procedures).

xvii. **“Initial Term”** has the meaning set forth in Section 2(C) (Services Term).

xviii. **“Inspection”** has the meaning ascribed to it in Section 4(E) of this Agreement

xix. **“Intellectual Property Rights”** or “IP Rights” means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity;

(g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).

xx. **“Law”** means any law, by-law, statute, regulation, rules, guidelines, ordinance, directive, order, decree, ruling, circular, notification, license, permission, approval, administrative guidance, treaty or convention, or anything of similar nature issued by a competent legislative, statutory, regulatory, judicial, quasi-judicial, administrative authority or any relevant self-regulatory body..

xxi. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.

xxii. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees and attorneys receiving Confidential Information.

xxiii. **“Renewal Term”** has the meaning set forth in Section 2(C) (Services Term).

xxiv. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral

points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, private IP networks, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.

xxv. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).

xxvi. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.

xxvii. **“Taxes”** means any and all federal / central, state, local, municipal, foreign and other taxes and fees charged or collected from Customers, including but not limited to applicable Goods and Services Tax and / or any Universal Service Fund, TRS and 911 taxes and fees, wherever applicable.

xxviii. **“Term”** means the Initial Term plus any Renewal Terms.

xxix. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).

xxx. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).